

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

Western Air Charter, Inc.,

Plaintiff,

v.

Paul Schembari, *et al.*,

Defendants.

Case No. EDCV 17-420 JGB (KSx)

**JUDGMENT**

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

Plaintiff Western Air Charter, Inc. d/b/a Jet Edge (“Plaintiff”) sued Defendants Paul Schembari, ACP Jet Charters, Inc. d/b/a Phenix Jet, Phenix Jet International, LLC, and Cosa di Famiglia Holdings (“Defendants”) for (1) breach of contract against Defendant Paul Schembari; (2) breach of the duty of loyalty against Defendant Paul Schembari; and (3) intentional interference with contractual relations against all Defendants. On January 15, 2019, a jury trial commenced on all three causes of action. On January 24, 2019, the jury rendered a verdict in favor of Plaintiff on all three causes of action.

Pursuant to the Federal Rules of Civil Procedure, Rule 58(b), the Court hereby enters judgment in favor of Plaintiff and against Defendants on the following issues and claims, which is consistent with the jury’s January 24, 2019 verdict:

1. Defendant Paul Schembari is liable to Plaintiff based on Plaintiff's first cause of action for breach of contract;
2. Defendant Paul Schembari is liable to Plaintiff based on Plaintiff's second cause of action for breach of the duty of loyalty;
3. Defendants are liable to Plaintiff based on Plaintiff's third cause of action for intentional interference with contractual relations;
4. Defendants acted with malice, oppression, or fraud;
5. Plaintiff is awarded the following sums based on the jury's verdict:
  - a. \$330,000.00 in compensatory damages against Paul Schembari, based on Plaintiff's first cause of action for breach of contract;
  - b. \$73,000.00 in compensatory damages against Paul Schembari based on Plaintiff's second cause of action for breach of the duty of loyalty;
  - c. \$4,200,000.00 in compensatory damages against Defendants based on Plaintiff's third cause of action for intentional interference with contractual relations; and
  - d. \$7,300,000.00 in punitive damages against all Defendants.
6. Plaintiff is also awarded prejudgment interest based on \$330,000.00 in compensatory damages for Plaintiff's first cause of action for breach of contract, which amounts to \$70,610.96.
7. Plaintiff shall receive postjudgment interest starting on the date of the entry of this judgment according to the method for determining interest set forth in 28 U.S.C. 1961.
8. Plaintiff may file its bill of costs pursuant to the Federal Rules of Civil Procedure.

**IT IS SO ORDERED**

Dated: March 7, 2019

  
THE HONORABLE JESUS C. BERNAL  
United States District Judge